



## LIMITED POWER OF ATTORNEY



## **AUTHORISATION BY THE CLIENT**

This limited power of attorney ("POA") comes into effect when the Client wishes to appoint an attorney in the form of a Fund Manager to trade on the Client's Account with HOUSE OF BORSE ("HOUSE OF BORSE") on the Client's behalf. This POA sets out the parameters under which the Fund Manager, as defined in the signatory section, is authorised to trade on the Client's behalf subject to the terms of this POA and HOUSE OF BORSE's Standard Terms of Business. Unless otherwise defined in this POA, any capitalised terms shall have the meaning given to them in HOUSE OF BORSE's Standard Terms of Business.

The undersigned Client hereby designates and authorises the undersigned Fund Manager to trade on his/ her/ its behalf under the terms of this POA as its Fund Manager. The Client revokes all previous powers of attorney relating to the Client's Account at HOUSE OF BORSE with the Fund Manager. The Fund Manager shall have full power of authority to purchase, sell or trade in Transactions in one or more Accounts opened and maintained with HOUSE OF BORSE in the Client's name and on the Client's behalf. The Fund Manager is authorised to act on behalf of the Client in the same manner and with the same force and effect as the Client might or could act in respect to such Transactions, as well as with respect to all other necessary or identical to the furtherance and/ or conduct of the Accounts.

HOUSE OF BORSE is hereby authorised to follow instructions of the Fund Manager in all such Transactions communicated through the Trading Platform or such written or oral instructions as HOUSE OF BORSE may accept as well as management decisions relating to the Account. HOUSE OF BORSE will assume no liability for following the instructions provided by the Fund Manager, including but not limited to any instruction to aggregate Orders of the Client with orders for or on behalf of the Fund Manager's other customers, and the Client will not attempt to hold HOUSE OF BORSE liable for Fund Manager's actions or in-actions.

## **AUTHORISATION AND ACCEPTANCE OF DESIGNATION BY THE FUND MANAGER**

The Fund Manager acknowledges and accepts that by countersigning the POA, the Fund Manager accepts the powers and authorisations granted to it herein, and the Fund Manager shall be bound fully by the terms and conditions set out herein as well as the prevailing Standard Terms of Business.

The Fund Manager acknowledges and understands that as the Client's designated Fund Manager, it will entitle the Fund Manager full power to purchase, sell or otherwise trade in Transactions in one or more Accounts of the Client subject to the appropriateness assessment of the Client as set out by HOUSE OF BORSE.

## **REPRESENTATIONS OF FUND MANAGER**

The Fund Manager hereby represents that and warrants to HOUSE OF BORSE that the Fund Manager has provided, and will continue to provide the Client with:

- a. an explanation of the nature and risks of the strategies to be used in connection with all Transactions to be executed for the Client's Account by the Fund Manager;
- b. the Fund Manager's performance history; and
- c. any other disclosure information required by applicable law from time to time.

The Fund Manager agrees to comply with all applicable laws, rules and regulations. In this respect, the Fund Manager represents and warrants to HOUSE OF BORSE that it has, and will maintain, during the term of this POA all licenses, authorisations and/ or registrations that are or may be required under applicable law from time to time to enable it to carry out the activities contemplated hereunder and on behalf of the Client.



## EXCLUSIONS, LIMITATIONS AND INDEMNITY

The Client and Fund Manager acknowledge and agree that HOUSE OF BORSE does not, by implication or otherwise, endorse the operating methods of any Fund Manager.

The Client and/ or Fund Manager hereby releases HOUSE OF BORSE from any and all liability to the Client and/ or Fund Manager, or to anyone claiming through the Client with respect to any damages, losses or loss of profits sustained or alleged to have been sustained as a result of HOUSE OF BORSE following the Fund Manager's instructions or for any matter arising out of the relationship between the Fund Manager and the Client and will, in addition to any other indemnity provided to HOUSE OF BORSE by the Client, indemnify HOUSE OF BORSE from any losses, damages, liabilities and expenses, of any kind or nature whatsoever, arising therefrom. The Client and/ or Fund Manager also agree to hold HOUSE OF BORSE harmless from and to indemnify it as to any expense, damage or liability (including legal fees) sustained by it with respect to any and all acts and practices of the Fund Manager regarding the Account, including all losses arising there from and debit balance(s) due thereof.

The Client acknowledges that the Client and the Fund Manager, by separate agreement, have agreed on the strategy applied by the Fund Manager on the Client's Account, and the method by which the Fund Manager will be compensated for services rendered to the Client. The Client hereby agrees to indemnify and hold harmless HOUSE OF BORSE and its affiliates and employees from any loss, damage or dispute arising out of or relating to the calculation and payment of such fees to the Fund Manager. The Client acknowledges and understands that it has the sole responsibility to review the Account Statements as available in the Trading Platform from time to time, and that it is the Client's obligation to contact HOUSE OF BORSE in the event the Client has any questions concerning the Account Statements.

## RISK WARNING

The Client understands and agrees that there are many strategies that can be used in trading Complex and Non-Complex Products, some of which have unlimited risk of loss and could result in the Client sustaining a total loss

of all funds on the Account and, furthermore, that the Client is liable for any deficit on the Account resulting therefrom. The Client acknowledges and agrees that the Client has had the opportunity to discuss this with the Fund Manager, and understands the nature and risks of the strategy to be used in connection with the Services and the Transactions effected on the Client's Account.

## TERMINATION

The authorisation in this POA is a continuing one and shall remain in full force and effect until revoked by the Client, or by an authorised person on the Client's behalf, by written notice given to HOUSE OF BORSE at [support@houseofborse.com](mailto:support@houseofborse.com). Such revocation will become effective two (2) Business Days after receipt by HOUSE OF BORSE, except where a confirmation of the revocation is confirmed by HOUSE OF BORSE before that. The revocation of the POA will not affect any liability in any way resulting from Transactions initiated prior to HOUSE OF BORSE's confirmation. Upon receipt of the revocation, HOUSE OF BORSE will have the right to close Open Positions in the Client's Account at the prevailing market prices as determined by HOUSE OF BORSE in its sole discretion and return any funds to the Client. This authorisation will inure to the benefit of HOUSE OF BORSE, its successors and assigns. The provisions hereof will be in addition to, and will not in any way limit or restrict, any right that HOUSE OF BORSE may have under any other agreement with the Client.

In the event termination is effected in accordance with the above, thus a revocation of the POA, the Client's assigned Fund Manager will continue to have access to the Client's Account until close of business at 17.00 GMT (GMT +1 during the summer period), at which point the Account balance will be settled. In the event the Client suspects any irregular/ unauthorised activity by its Fund Manager, the Client must notify HOUSE OF BORSE immediately.

## JURISDICTION

This POA is governed by and construed in accordance with English Law. The parties s



In witness whereof, the Client and the Fund Manager have executed this POA on the date specified below with effect when signed by the parties to this POA.

This POA may be signed in any number of counterparts, each of which constitutes an original, and all of which, collectively, constitute only one POA.

#### Full Name of Client

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#### Full Name of Designated Fund Manager

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By selecting "Authorisation to withdraw and/ or transfer of funds to my account(s)", I, the undersigned Client, hereby authorise HOUSE OF BORSE to accept from my Fund Manager, without further inquiry or investigation, any order and/ or instruction regarding withdrawal and/ or transfer of funds to the credit or debit of my account(s):

- ☐ Authorisation to withdraw and/ or transfer of funds to my account(s)  
☐ No authorisation – all withdrawal and/ or transfer instructions will be provided by me only

#### CLIENT

**Full Name of Signatory** (if different from Client's name)

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**Official Title of signatory**

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**Date**

.....

**Signature**

For more than one signatory of the Client, for **corporate clients or joint account holders**, please also sign below with the secondary signatory.

**Name of Client's Secondary Signatory**

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**Official Title of Secondary Signatory**

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**Date**

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**Signature of Secondary Signatory**

#### FUND MANAGER

**Name of Signatory**

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**Official Title of Signatory**

.....

**Date**

.....

**Signature**

For **more than one signatory** of the Fund Manager, please also sign below with the secondary signatory.

**Name of Secondary Signatory**

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**Official Title of Secondary Signatory**

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**Date**

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**Signature of Secondary Signatory**